

Dillenger Farms Tolling Agreement

**STATUTE OF LIMITATIONS TOLLING AGREEMENT BETWEEN THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, DILLINGER
FARMS, INC., THE ESTATE OF JAMES DILLINGER AND THE JAMES L.
DILLINGER REVOCABLE TRUST
RELATING TO
PROPERTY LOCATED AT 6664 A ROAD, VALMEYER, ILLINOIS.**

The United States Environmental Protection Agency (EPA), Dillenger Farms, Inc., The Estate of James Dillenger and the James L. Dillenger Revocable Trust and all of their predecessors, successors, subsidiaries, parent companies, affiliates, d/b/as, divisions, branches, offices, facilities, committees, trusts, partnerships or joint ventures in which they have any interest, (collectively, "Signers"), agree to suspend the running of the statute of limitations for any legal action the federal government might initiate, civil or administrative, arising from persons discharging fill material into navigable water, including but not limited to Moredock Lake, its adjoining shorelines, tributaries and wetlands, on or after November 27, 2012 from the Site. The Site is real estate commonly referred to as the Dillenger Farm and located in sections 26, 27 and 24 of Township 2 South, Range 11 west of the Third Principle Meridian, Monroe County, Illinois and more specifically described in Corporate Warranty Deed recorded as Document No. 366573, Monroe County Recorder of Deeds. The Parties enter into this Tolling Agreement with respect to any claims that EPA may have against the Signers, at the Site pursuant to Sections 301 and 404 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1344 (the "Tolled Claims"), without thereby altering the claims or defenses available to either EPA or the Signers, except as specifically provided herein.

Specifically, the parties agree the time period from June 30, 2018 – December 31, 2018, (the Tolled Period"), is hereby excluded from any calculation of time made for the purposes of

Dillenberger Farms Tolling Agreement

determining the statute of limitations applicable to any action under the laws of the United States for any legal action described above.

The Signers expressly waive their right to raise any defense based, in whole or in part, on the claim that a legal action filed against them by EPA expired where the Tolled Period is included in the calculation of time between the commission of the alleged violation and the initiation of the legal action based upon it.

Signers do not hereby waive any statute of limitations or other similar defense which arose prior to November 1, 2012.

This Tolling Agreement does not constitute any admission of any fact, conclusion of law or liability, by any Party to this tolling agreement. Nor does this Tolling Agreement constitute any admission or acknowledgement on the part of EPA that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the tolled claims. This Tolling Agreement may not be modified except in a writing signed by both the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the EPA in a complaint against the Signers or the date on which the EPA may file such a complaint, except as expressly stated herein.

This Tolling Agreement is not intended to affect any claims by or against third parties. This Tolling Agreement is effective upon execution by the undersigned, Signers.

Dillenberg Farms Tolling Agreement

This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein. The undersigned representative(s) of the Signers certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the EPA, and upon Signers and their successors.

SIGNATURES

DILLENBERGER FARMS, INC. consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 12th day of June 2018.


DILLENBERGER FARMS, INC.

6-12-18
Date


ESTATE OF JAMES DILLENBERGER, consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 12th day of June 2018.


ESTATE OF JAMES DILLENBERGER

6-12-18
Date

Dillenberger Farms Tolling Agreement

THE REVOCABLE TRUST OF JAMES DILLENBERGER, consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 12th day of June, 2018.




THE REVOCABLE TRUST OF JAMES DILLENBERGER

6-12-18

Date

The United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this 20th day of June, 2018.



Richard J. Clarizio
Associate Regional Counsel
Section 3, Multimedia Branch 1
Office of Regional Counsel
USEPA, Region 5

June 20, 2018

Date